LANDLORD AND TENANT—CROPPING CONTRACT—COMPENSATION. — Plaintiff and defendant entered into an oral contract by which the defendant was to furnish seed, machinery and land and plaintiff was to farm and irrigate the land and to receive one-half of all that was raised. Defendant prevented full performance. *Held,* not a contract of employment but in the nature of a joint adventure, and plaintiff could not recover wages for the period of actual work. *Pace* v. *Beckett* (Col., 1917), 169 Pac. 142.

The legal relation created by such a situation is a question on which the courts are not agreed. The decisions differ widely as to whether an agreement to cultivate land for a share of the crop involves the application of the rules of master and servant, or whether it is to be regarded as a joint adventure in the nature of a partnership, or whether it operates as a lease of the premises concerned. One hired to work land and receive as compensation part of the produce is a cropper, not a tenant; he has no interest in the land but receives his share as the price of his labor. *Adams* v. *McKesson,* 53 Pa. St. 81. The same conclusion is reached in *Warner* v. *Hoisington,* 42 Vt. 94. In *James* v. *James,* 151 Wis. 78, the court said that the agreement partakes of the nature of a joint adventure entitling the parties to a chance in the profits derivable therefrom. In *Trinity & B. V. Ry. Co.* v. *Doke* (Texas), 152 S. W. 1174, it was held, that the relation was that of landlord and tenant, the landlord's share is treated as rent and in the absence of a stipulation to the contrary, he has no title to the crop until after division. In *Minneapolis Iron Store Co.* v. *Branum,* 36 N. D. 355, it was held that such a contract creates the relation of landlord and tenant and not that of master and servant. This case overruled *Angell* v. *Egger,* 6 N. D. 391. In some cases as *Steel* v. *Frick,* 56 Pa. 172, the court lays hold of certain words, "to farm, let, etc.," as evidencing a lease. The test, however, is the intention of the parties, and the instrument is to be read as a whole. *Strangeway* v. *Eisenman,* 68 Minn. 395.

OFFICERS—RECOVERY OF SALARY BY DE JURE EMPLOYEE.—Relator asked pay "for the time he was illegally laid off as a grain helper", after the only money appropriated for that office had already been paid *bona fide* to the *de facto* occupant during that time. *Held,* that relator could not recover his pay from the city. *People ex rel. Sartison* v. *Schmidt* (Ill. 1917), 117 N. E. 1037.

This is the first case in Illinois to decide definitely "that payment made in good faith to a *de facto* officer constitutes a bar against the city to a claim for the same salary made by the officer *de jure*". *Bullis* v. *Chicago,* 235 Ill. 472; *Kenyon* v. *Chicago,* 135 Ill. App. 227. The prevailing view sanctions the decision and the reasoning by which it was obtained. *Dolan* v. *Mayor,* 68 N. Y. 274; *Wayne County* v. *Benoit,* 20 Mich. 176. *Contra, Rink* v. *Philadelphia,* 15 Wkly. Notes Cas. 345, affirmed 2 Atl. 505; *Andrews* v. *Portland,* 79 Me. 484; *Hogan* v. *Hamilton County,* 132 Tenn. 554. See notes in 19 L. R. A. (N. S.) 794; 24 L. R. A. (N. S.) 475; 14 MICH. L. REV. 261, 609. "The interest of the community requires that public offices be filled and the duties of the officers be discharged, and, since in order to secure such serv-